# **ADDENDUM No. 1**

**THIS ADDENDUM No. 1** (“Addendum”)dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between BULLSEYE TELECOM, INC. of 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033 ("BullsEye") and . (“Customer”), located at , incorporated in the State of .

**RECITALS:**

The following is a recital of the facts underlying this Addendum:

This Addendum addresses changes to be made to the Master Service Agreement (“MSA”) between the parties signed and fully executed as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Client is placing an order for the provisioning of Internet Access Security services (“Services”).

Except as otherwise set forth herein, Terms & Conditions, which are fully set forth on the BullsEye website at <http://www.bullseyetelecom.com/terms-conditions>, are incorporated herein by reference (“Terms and Conditions”).

Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them as set forth in the Definitions, attached hereto and incorporated herein.

**NOW, THEREFORE,** the parties agree to the following changes:

1. **GENERAL PROVISIONS:**

1.1 *End User Subscription Agreement (EUSA).* Client acknowledges that for each service location they must agree to a “click-through” EUSA with underlying carrier which is built into the Services and Client’s access and use of the Services is conditioned on Client’s acceptance of the EUSA. For Locations that are deployed and initially installed by BullsEye, Client acknowledges and authorizes BullsEye to agree to the EUSA by means of the underlying carrier’s “click-through” agreement. The End User Subscription Agreement is accessible at <https://www.bullseyetelecom.com/service-agreements/> . Upon Client request, a hard copy of the EUSA can be provided.

1.2 *Seats, Locations, and Device Traffic*. Client shall order the appropriate number of Seats, Locations, and/or Device Traffic for such Client’s use of the Products. In the event Client requires and orders additional Seats, Locations, and/or Device Traffic during the then-effective Subscription Term such service shall be coterminous with the then-effective Subscription Term.

In order for the Service Level Agreement to apply, (a) Client must subscribe to the Service that provides the applicable Service Level Agreement, (b) Client’s network must be properly configured pursuant to the Documentation, including but not limited to being configured on a 24 X 7 X 365 basis in a manner that allows Client to take advantage of the redundant global infrastructure, and (c) for Private Access, at least two (2) connectors are required at each Client site connecting to the Service.

The Service will scan as much of the traffic downloaded as technically possible; however, it may not be possible to scan items that (a) are encrypted, encapsulated, tunneled, compressed, modified from their original form for distribution, (b) have product license protection, or (c) are protected by the sender in ways that BullsEye or underlying carrier cannot inspect (e.g. password protected). Items (a) through (c) are excluded from the Service Level Agreement.

1.3 *Service Credits*. The Service Credits set forth in the Service Level Agreements shall be Client’s sole and exclusive remedy for failing to meet the applicable Service Level Agreement. To be eligible for a Service Credit, (a) Client cannot be past due on any payments owed, and (b) Client must request a Service Credit via a support ticket within ten (10) days from the date of the incident giving rise to a Service Credit. BullsEye will research the incident(s) to determine if a Service Level Agreement was not met and provide a response to the Client no later than ten (10) days after the end of the month in which the incident occurred.

The dollar value of the Service Credit to be applied to the next invoice will be calculated by converting the Service Credit (i.e. the number of days) into the appropriate dollar number. For purposes of example, for a 12-month contract term with a total annual Fee of $500,000, and the Service Credit is determined to be “3 days,” then BullsEye would provide a credit to equaling $4,109.59 (3 days / 365 days X $500,000) on Client’s next invoice.

The aggregate maximum Service Credit that will be issued for failing to meet any Service Level Agreements in a single calendar month will not exceed thirty (30) calendar days’ worth of Service.

1. **2. SERVICE AVAILAIBILITY FOR INTERNET ACCESS SECURITY**

2.1 *Service Availability*. The Service will be available to accept Client’s Transactions and Sessions 100% of the total hours during every month Client uses the Service. Service Availability is computed as a ratio of the number of Transactions and Sessions processed by the Service in any affected calendar month on behalf of Client, to the number of Transactions and Sessions that should have been processed. Excluded Transactions and Sessions would not be factored into this Service Availability computation.

Failure to meet this Service Availability for Internet Access results in a Service Credit as follows:

| **Percentage of Transactions and Sessions Processed During a Month** | **Service Credit** |
| --- | --- |
| >= 99.999% | N/A |
| < 99.999% but >= 99.99 | 3 days |
| < 99.99% but >= 99.00% | 7 days |
| < 99.00% but >= 98.00% | 15 days |
| < 98.00% | 30 days |

2.2 *Client’s Transactions and Data Packets*. The Service will process Client’s Transactions and Data Packets with an average latency over a calendar month of 100 milliseconds or less for the 95th percentile of traffic (the “Latency”). Latency is only applicable to Qualified Transactions and Data Packets. The processing of Transactions and Data Packets is measured from when the proxy receives the Transactions and Data Packets to the point when the proxy attempts to transmit the Transactions and Data Packets.

Failure to meet this Latency results in a Service Credit as follows:

| **Percentage of Qualified Transactions and Data Packets With Average Latency of 100 Milliseconds or Less** | **Service Credit** |
| --- | --- |
| >= 95.00% | N/A |
| < 95.00% but >= 94.00% | 7 days |
| < 94.00% but >= 90.00% | 15 days |
| < 90.00% | 30 days |

2.4 *Virus Capture Rate*. The Service will capture 100% of all Known Viruses transmitted through the Transactions (the “Virus Capture Rate”). Virus Capture Rate is calculated by dividing the Transactions with Known Viruses blocked by the total Transactions with Known Viruses received by the Internet Security Service on behalf of Client.

For the Virus Capture Rate to apply, Client must utilize the Service in accordance with the recommended anti-virus settings on Client’s user interface. Client’s systems are deemed to be infected if a Known Virus contained in a Transaction received through the Service has been activated within Client’s systems, either automatically or with manual intervention. When the Service detects but does not stop a Known Virus, Client agrees to cooperate with BullsEye and underlying carrier to identify and delete the item.

Failure to meet the Virus Capture Rate results in a Service Credit as follows:

|  |  |
| --- | --- |
| **Virus Capture Rate** | **Service Credit** |
| >= 99.00% | 7 days |
| < 99.00% but >= 98.00% | 15 days |
| < 98.00% | 30 days |

1. **3. SERVICE AVAILABILITY FOR GUEST WI-FI SECURITY**

3.1 *DNS Transactions*. The Service will be available to accept Client’s outbound DNS Transactions 100% of the total hours during every month Client uses the Service.

Failure to meet this Service Availability for Guest WI-FI results in a Service Credit as follows:

|  |  |
| --- | --- |
| **Percentage of DNS Transactions Processed During a Month** | **Service Credit** |
| >= 99.99% | N/A |
| < 99.99% but >= 99.9% | 15 days |
| < 99.9% | 30 days |

The service will process the content of Client’s DNS Transactions with an average latency over a calendar month of two (2) milliseconds or less for the 95th percentile of traffic (the “Latency for Guest WI-FI”). The Latency for Guest WI-FI is only applicable to Qualified DNS Transactions.

Failure to meet this Latency for Guest WI-FI results in a Service Credit as follows:

|  |  |
| --- | --- |
| **Percentage of Qualified DNS Transactions with Average Latency of 2 Milliseconds or Less** | **Service Credit** |
| >= 95% | N/A |
| < 95% but >= 94% | 7 days |
| < 94% but >= 90% | 15 days |
| < 90% | 30 days |

1. **4. SERVICE AVAILABILITY FOR PRIVATE ACCESS SECURITY:**
2. 4.1 *Private Access Security*.The Service will be available 100% of the total hours during every month Client uses the SaaS (the “Service Availability for Private Access”). Excluded Applications would not be factored into the Service Availability computation.

Failure to meet this Service Availability for Private Access results in a Service Credit as follows:

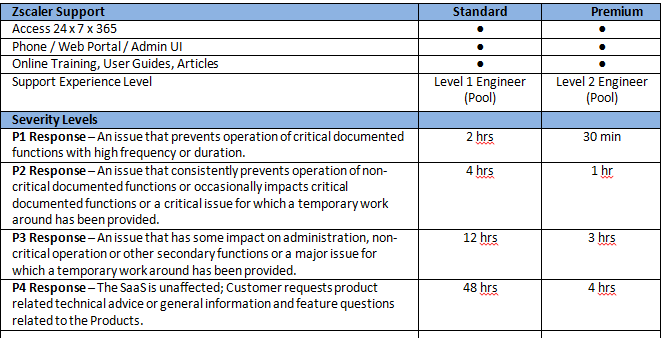
| **Availability Percentage** | **Service Credit** |
| --- | --- |
| >= 99.999% | N/A |
| < 99.999% but >= 99.99 | 3 days |
| < 99.99% but >= 99.00% | 7 days |
| < 99.00% but >= 98.00% | 15 days |
| < 98.00% | 30 days |

**5. SUPPORT SERVICES**

5.1 *Support*. Support services (the “Support”) are available through BullsEye’s helpdesk, which is operational 24 X 7 X 365. Upon reporting of an incident via phone or Client’s administrative user interface (UI), the incident will be assigned a unique Support ID number and such number must be used in all future correspondence until the incident is resolved. Standard Support is included in the Fees for the Products; Premium Support may be purchased for an additional fee.

Support Services, including the services described in the grid below, do not include Administrative Management services. Administrative Management services are those tasks associated with setting the various security policies within the Zscaler Administrative portal. Such tasks are solely the responsibility of the Client. Exceptions to this policy require a defined statement of work, review, and approval by BullsEye Engineering. Such exceptions are subject to pricing to be determined based upon a review of the statement of work. BullsEye retains exclusive right to determine acceptance of such statement of work.

If the Internet Access Security helpdesk is not able to immediately help, the request for service will be logged and responded to according to the severity levels and Support levels below:



Note – above grid includes an edit changing the standard P4 response from 48 hours to 4 hours.

**6. COMMITMENT:** This Addendum includes Internet Access Security licenses. Client agrees to maintain 100% of the locations and any additional locations, for the duration of the contract. Should the percentage of active service locations fall below the minimum percentages identified above for any reason as defined above, termination fees equal to 100% of the monthly recurring charges for all months remaining on the contract will occur. The exception to this policy would be if the Client discontinued service as a result of a proven BullsEye service issue.

**7. TERM**: Client has read, understands and agrees to the Service Terms and Conditions, as listed in the original Agreement, and that are incorporated herein by reference. A hard copy will be provided upon request. This Addendum is effective, and the parties’ obligations commence upon the date the first service in either of the Exhibits below is installed by BullsEye Telecom. The term of the Addendum is (3) three years and is governed by the terms referenced in Section 5, SERVICE LEVEL AGREEMENTS (“SLA”) of the Master Service Agreement (“MSA”), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**8. PRICING:** Client agrees to the pricing for the Services set forth in the Pricing Exhibit attached to this Agreement (“Internet Access Security”), the terms of which are incorporated into this Agreement.

**9. CONTRACT OFFER TIME FRAME**: This contract, and the offers contained within, is valid for 45 days from contract creation (MM/DD/YY).

**10. CONFLICTS**: Client acknowledges that the Terms and Conditions are a part of this Addendum and supplement this Addendum. A hard copy of the Terms and Conditions will be provided to Client upon Client’s written request to BullsEye. Client acknowledges and represents to BullsEye that Client has read and understands, and hereby accepts and agrees to, the Terms and Conditions. In the event of a conflict between the provisions hereof and those set forth in the Terms and Conditions, as listed in the original Agreement, the provisions hereof shall control.

|  |  |
| --- | --- |
| **TBD, a TBD corporation, limited liability company, partnership** | **BULLSEYE TELECOM, INC., a Michigan corporation** |
| Authorized Signature: **(Completed through DocuSign)** | Authorized Signature: **(Completed through DocuSign)** |
| Print Name: **(Completed through DocuSign)** | Print Name: **(Completed through DocuSign)** |
| Title: **(Completed through DocuSign)** | Title: **(Completed through DocuSign)** |
| Date: **(Completed through DocuSign)** | Date: **(Completed through DocuSign)** |

**DEFINITIONS**

“Device Traffic” means all Internet traffic flowing through the Products that is not covered under the definition of “Seat”, such as server-initiated Internet traffic, other devices (e.g. IoT, point of sale, kiosks, etc.) and/or any guest Wi-Fi device that are not already associated with a Seat.

“DNS Transaction” means a recursive DNS query sent from Client through its use of the SaaS.

“Documentation” means the user manuals provided in writing to end users of the Products in electronic format, as amended from time to time.

“End User Subscription Agreement” or “EUSA” means the terms of use by and between Client and underlying carrier governing Client’s access to and use of the Products.

“Excluded Applications” means Client application(s) that are unavailable due to (a) failure by Client’s network to forward traffic to underlying carrier; (b) failure by an intermediate ISP to deliver traffic to underlying carrier; (c) a Client-implemented policy change; and/or (d) underlying carrier scheduled maintenance as posted on the Trust Portal.

“Excluded Transactions and Sessions” means Transactions and Sessions that are not processed due to (a) failure by Client’s network to forward traffic to underlying carrier; (b) failure by an intermediate ISP to deliver traffic to underlying carrier; (c) a Client-implemented policy change that causes Transactions and Sessions to drop; (d) underlying carrier scheduled maintenance as posted on the Trust Portal; and/or (e) the internet traffic flowing through a VZEN which is deployed behind Client’s firewall in Client’s network (underlying carrier has no access to or control of the operation and/or use of the VZEN).

“Intellectual Property Rights” means all copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

“Known Virus” means a virus for which, at the time of receipt of content by underlying carrier: (i) a signature has already been made publicly available for a minimum of one (1) hour for configuration by underlying carrier’s third party commercial scanner; and (ii) is included in the Wild List located at http://www.wildlist.org and identified as being “In the Wild” by a minimum of three (3) Wild List participants.

“Location” means a subscription for a specific access point from which Client users access and use the Products.

Products – the Internet Security Service products resold or provided by BullsEye pursuant to an Order.

“Qualified DNS Transactions” means the following: (a) the lookup is already cached by underlying carrier’s recursive DNS server, or if it’s not cached, the response time of the authoritative DNS server is not counted as part of the Latency; and (ii) a reasonable level of service consumption (based on the number of purchased DNS Transactions per Location).

“Qualified Transactions and Data Packets” means the following: (a) less than 1 MB HTTP GET request and response; (b) not SSL-intercepted; (c) not related to streaming applications; (d) not subject to bandwidth management rules (QoS enforcement); and (e) a reasonable number of Transactions and Data Packets per Seat (based on underlying carrier’s cloudwide average).

“Seat” means a subscription for a specific individual Client user that accesses and uses the Products. Each Seat purchased by Client may be used only by a single, individual named user to access and use the Products.

“Data Packet” means a unit of data made into a single Internet Protocol package that travels along a given network path.

“Session” means any non-HTTP or HTTP request sent to or from Client through its use of the service.

“Transaction” means an HTTP or HTTPS request sent to or from Client through its use of the service.

“Trust Portal” means the underlying carrier portal located at <https://trust.zscaler.com>, or other successor provider, where underlying carrier posts cloud health and maintenance notices.

# **PRICING EXHIBITS**

## INTERNET ACCESS SECURITY (ZSCALER)